

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my minor child (hereinafter referred to as the "Minor") being permitted to use the facilities and engage in the karting and other activities (hereinafter referred to as the "Event/s") of **SPEED BAY** owned by David Pieris Racing & Leisure (Private) Limited (hereinafter referred to as the "SB") at No. 162/F, Maithree Mawatha, Walgama, Bandaragama (hereinafter referred to as the "Premises"), I state and agree that:

- 1. I am fully aware of the nature of the Event/s and of the Minor's experience and capabilities and I believe the Minor to be competent, capable, and qualified to participate in the Event/s. I undertake to inspect the facilities and equipment to be used or with which the Minor may come in contact at the SB. If I [or the Minor] believe anything is unsafe or beyond the capability, competence or skill of the Minor, I undertake to remove the Minor immediately from the SB and prevent him/her from participating further in the Event/s.
- 2. I fully understand that and will instruct the Minor that;
 - a. The activities of the Event/s are dangerous and participation in the Event/s and/or entry into the karting track involves high risks and dangers of serious bodily injury, including permanent disability, paralysis and even death (hereinafter referred to as the "Risk");
 - b. The Risk and dangers may arise or be caused by the Minor's own actions or inactions, the actions or inactions of others participating in the Event/s, the nature and or rules of the Event/s, the condition and layout of the SB and equipment, and or the acts or omissions of the Releasees named below. There may be other Risk not known to me or that are not readily foreseeable at this time. The social and economic losses and/or dangers that could result from such Risk could be severe and could permanently alter and change the Minor's future to his / her prejudice.
- 3. In full knowledge of the aforesaid matters, I unconditionally consent to the Minor's participation in the Event/s and or entry into the SB and hereby accept and assume all such Risk, known and unknown, and assume all responsibility for the losses, costs and/or damages following or arising from or connected with any injury, disability, paralysis or even death, even if caused, in whole or in part, by the acts and or omissions of the Releases named below.
- 4. I hereby release, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, SB owners and its directors, officials and also car owners, drives, pit crews, rescue personnel, any person at the Premises, sponsors, advertisers, lessees/ tenants of the Premises used to conduct the Event/s, Premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Premises or event/s and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as the "Releasees" from any and all liability to myself, the Minor, the Minor's and my own personnel representatives, assigns, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury to me or the Minor including but not limited to death or damage to property caused or alleged to be caused, in whole or in part, by the acts or omissions of the Releasees or otherwise.
- 5. If, despite this release, I myself, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Releasees named above, I agree to defend, indemnify and save and hold harmless the Releasees and each of them from any legal fees, loss, liability, damage or cost they may incur due to the claim made against any of the Releasees named above, whether the claim is based on the acts or omissions of the Releasees or otherwise.
- 6. I have read, understood and am fully aware of the contents of the document titled "Important Instructions" endorsed by the Minor and I undertake the adherence to same by and on behalf of the Minor.
- 7. I sign this agreement with intent that the terms above have full binding effect on myself and on behalf of the Minor.

DECLARATION

I have read this parental consent, release and waiver of liability, assumption of risk and indemnity agreemen	nt and
the instructions hereto, understand that by signing it I give up substantial rights. I and/or the Minor would othe	erwise

have to recover damages for losses occasioned by the Releaser's fault and sign it voluntarily and without inducement and this may be retained as a continuing acceptance on my part to all the conditions stated above

perpetually from the date of signing these presents.

Date://

Driver Name (Minor)	Name of Guardian & Relationship (below 16 years only)	NIC/Passport No of the Guardian	Signature of the Guardian

Motorsport is dangerous, and I accept all attended risks and liabilities!